

Section 6.3 Communications Link

Customer shall utilize standard telephone lines as the primary communication link for generation dispatch communications, including with respect to dispatching Energy in the event of an Emergency and declaring unit capability. The telephone numbers to be used are as follows:

Operations Supervisor	(630) 691-4730
Generation Dispatch Supervisor	(630) 691-4695
Generation Dispatcher	(630) 691-4744
Transmission Dispatcher	(630) 691-4772
Transmission Dispatcher	(630) 691-4773
Transmission Service Coordinator	(630) 691-4636
Facsimile number	(630) 691-4899

ComEd may change these numbers as needed from time to time by written notice to Customer. Customer will notify EO as soon as possible of any disruption, malfunctioning or unavailability of the standard telephone lines.

Section 6.4 Content of Communications

(a) As soon as Customer becomes aware of or reasonably anticipates any event that may affect the availability of the Facility, Customer shall provide to the EO Generation Dispatcher (regardless of time of day) information regarding such event and its affect on the availability of the Facility, including information regarding the following matters:

- (i) conditions, issues or events which may affect the output or reliability of the generating units at the Facility;
- (ii) time of day (expressed in a twenty-four hour clock) when a generating unit is placed on the line and taken off the line;
- (iii) the availability, or lack of availability, of the automated governor control or the automatic voltage regulators on the generating units and the times in which it will, or will not, be available for operation and the reason for such limitations;
- (iv) the reactive capability of the Facility's generators; and
- (v) such other information as may be necessary for the stability or security of the ComEd System or any transmission system of a third party.

(b) If Customer anticipates that any of the events described above may occur, Customer shall promptly notify the EO Generation Dispatcher thereof and Customer will coordinate its actions in respect of such event with ComEd.

ARTICLE 7 INTERCONNECTION COSTS AND BILLING

Section 7.1 Interconnection Costs

Customer shall reimburse ComEd for all Interconnection Costs incurred by ComEd. All engineering and labor costs of ComEd comprising Interconnection Costs shall be determined in accordance with the rates and costs set forth on Appendix G hereto, as such rates and costs are adjusted in the ordinary course of business for general applicability to similar work for other generators interconnected or interconnecting to the ComEd System. The rates and costs set forth on Appendix G are averages and Customer will be billed based on actual rates and costs incurred by ComEd in performing work hereunder, which rates and costs will not be materially different than those on Appendix G. In addition, for purposes of this Agreement, "Interconnection Costs" shall include all reasonable third party legal expenses and costs incurred by ComEd (including any legal costs and expenses allocated to ComEd by an Affiliate) in connection with or related to (i) any review, negotiation or execution of this Agreement, any easements related to the Facility, any consent or similar document provided to Customer by ComEd in connection with any financing related to any part or all of the Facility, any other agreement between the Parties related to this Agreement or any amendment or supplement to any of the foregoing agreements or (ii) the filing for, or obtaining, any approval or certificate from any Governmental Authority required to interconnect the Facility with the ComEd System, provided, however that ComEd shall be solely responsible for third-party legal costs associated with any request for rehearing or appeal of a FERC order modifying or requiring modifications to the conditions of this Agreement that is not filed with the mutual agreement of Customer. Interconnection Costs payable by the Customer under this Agreement with respect to a Cancellation of the Interconnection shall include the costs (as determined in accordance with the policies and procedures referenced above) of all facilities constructed or being constructed by ComEd and all engineering and technical work performed by ComEd for the purpose of interconnecting the Facility with the ComEd System, to the extent such costs are not permitted to be included in ComEd's transmission tariffs pursuant to Applicable Laws and Regulations of FERC and ComEd's Open Access Transmission Tariff. ComEd estimates that, based on the information provided to ComEd as of the date hereof, the Interconnection Costs will be \$1,845,000. Customer acknowledges that this is an estimate only and actual Interconnection Costs may differ from such amount. This estimate is not intended to, and shall not, be a guaranty or agreement by ComEd of the maximum amount of Interconnection Costs payable hereunder.

Section 7.2 Invoices and Payments

ComEd shall render to Customer periodic invoices (by regular mail, facsimile or other acceptable means conforming to the provisions of Section 14.7) with respect to amounts payable hereunder, but in no event shall such invoices be rendered more frequently than monthly. Any

such invoice shall set forth the Interconnection Costs incurred by ComEd or other charges or amounts payable by Customer pursuant to this Agreement in respect of the period covered thereby. Customer shall make payment of the amount shown to be due (less disputed amounts) to ComEd by wire transfer to an account specified by ComEd not later than the twentieth (20th) day after receipt of the invoice, unless such day is not a Business Day, in which case Customer shall make payment on the next Business Day. All such payments shall be deemed to be made when said wire transfer is received by ComEd. Overdue payments shall accrue interest from, and including, the due date to, but excluding, the date of payment at a rate of interest per annum calculated in accordance with the methodology specified in the 18 C.F.R. § 35.19(a)(2)(iii).

Section 7.3 Adjustments

In the event adjustments or corrections to periodic statements are required as a result of errors in computation or billing, ComEd shall promptly recompute amounts due hereunder and otherwise correct any errors in such statements. If the total amount, as recomputed, due from Customer varies from the total amount due as previously computed, and payment of the previously computed amount has been made, the difference shall be paid to Customer within twenty (20) days after correction of the erroneous invoice(s), together with interest calculated in accordance with the methodology specified in Section 7.2; provided, however, that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of one (1) year from the rendition thereof; and provided further that this Section 7.3 will survive any termination of the Agreement for a period of one (1) year from the date of such termination for the purpose of such statement and payment objections. Customer reserves the right to request and ComEd shall provide, within ten (10) days of such request, reasonable additional documentation (which shall not include an itemization of specific hours per individual or items of similar detail, but may include an itemization of the number, classification (i.e., normal, time and one-half or double time), and cost of specific hours) to support any amounts that are billed.

Section 7.4 Disputed Amounts

Within fifteen (15) days of receipt of an invoice, Customer shall provide ComEd with a written notice setting forth the amount of any portion of such invoice that is disputed by Customer and the reasons therefor. Any deduction of a disputed amount of an invoice that is not specifically agreed to by ComEd in writing and that finally is determined by arbitration pursuant to Article 12 or by mutual agreement to have been improperly withheld by Customer shall be paid promptly by Customer, together with interest at the rate specified in Section 7.2, accruing from, and including, the due date, but excluding the date of payment. Notwithstanding the foregoing, the maximum amount Customer is withholding at any one time pursuant to this Article 7 shall not in the aggregate exceed \$100,000. If the total of all amounts in dispute at any one time exceeds such threshold, then Customer shall make payments of disputed amounts, to the extent such amounts exceed such threshold, to ComEd under protest, without waiving any of Customer's rights to recover such disputed amounts together with interest at the rate specified in Section 7.2 from and including the date the disputed amount would have been withheld but for the provisions of this Section 7.4 to, but excluding, the date of the refund by ComEd.

Section 7.5 Contribution in Aid of Construction

In the event that any amounts paid by Customer to ComEd, or any real or personal property conveyed or transferred to ComEd by Customer, under this Agreement are amounts on which ComEd is required to pay federal or state income taxes ("CIAC Amounts"), ComEd may deliver to Customer a written notice setting forth the amount of federal and state income taxes (but not any interest or penalties) payable by ComEd as a result of receiving CIAC Amounts, plus the amount of federal and state income taxes (but not any interest or penalties) payable due to any amount received by ComEd under this Section 7.5 (the aggregate of all such taxes being referred to as the "Gross Up Amount"). Such notice shall contain supporting detail with respect to the calculation of the Gross Up Amount. Within thirty (30) days of receipt of such notice, the Customer shall pay to ComEd the Gross Up Amount.

Section 7.6 Income Tax Treatment of Interconnection Costs

If ComEd delivers to Customer the notice specified in clause (a) above with respect to any Taxable Amount, at the Customer's request and expense ComEd shall seek a Private Letter Ruling (including, if applicable, a Technical Advice Memorandum) from the Internal Revenue Service as to whether any of the sums paid by Customer to ComEd under the terms of this Agreement are subject to federal income taxation. ComEd shall provide to Customer written notice reasonably prior to making any request therefor, together with a copy of all written material to be provided to the Internal Revenue Service in connection therewith. ComEd shall permit Customer to review and comment on such material prior to ComEd submitting such material to the Internal Revenue Service. ComEd shall also provide to Customer a copy of all correspondence and material received from the Internal Revenue Service in connection with such Private Letter Ruling or Technical Advice Memorandum, and will provide to Customer prior notice of, and permit Customer to participate in, any meeting or discussion with the Internal Revenue Service.

If ComEd has collected any Gross Up Amount, and thereafter the Internal Revenue Service issues a private letter ruling to ComEd or issues guidance in any other form on which ComEd may rely thereupon as substantial authority, as that term is defined by Treasury Regulation §1.6662-4(d), and such private letter ruling or other guidance clearly relieves ComEd from the tax liability for which a Gross Up Amount was paid, ComEd agrees to and shall promptly remit to Customer that portion of the Gross Up Amount paid by Customer related to the tax liability from which ComEd has been relieved. If the state or locality in which the Interconnection Facilities are located follows federal income tax law (or issues its own appropriate ruling) in that any CIAC Amount for which a Gross Up Amount was paid by Customer is not taxable income to ComEd, ComEd shall refund the portion of such Gross Up Amount relating to said state or local income taxes.

If Customer elects for ComEd to file a private letter ruling request with the Internal Revenue Service pursuant to this Section 7.6, Customer agrees to cooperate fully with ComEd in all efforts to obtain such private letter ruling. In the event that the Internal Revenue Service issues a private letter ruling to ComEd or issues guidance in any other form on which ComEd

may rely thereupon as substantial authority, as that term is defined by Treasury Regulation §1.6662-4(d), that any payment or transfer of property related to ComEd's acquisition or construction of the ComEd Interconnection Facilities is taxable income to ComEd, Customer agrees to be bound by said ruling or guidance until ComEd is relieved of such tax liability (with respect to any payments by Customer after the date ComEd is so relieved of such tax liability) by subsequent ruling applicable to this transaction between the Parties, guidance by the Internal Revenue Service, or change in Applicable Laws and Regulations.

ARTICLE 8 DEFAULTS AND REMEDIES

Section 8.1 Events of Default

It shall be an "Event of Default" in respect of a Party under this Agreement, if any one or more of the following shall occur:

(a) if a Party shall fail to make any payment of an undisputed amount required pursuant to this Agreement and such failure shall continue for a period of fifteen (15) days after receipt of written notice thereof;

(b) if a Party shall fail in any material respect to comply with, observe or perform, or default in the performance of, any covenant or obligation under this Agreement or if any representation or warranty made herein by a Party shall fail to be true and correct in all material respects, and after receipt of written notice, such failure shall continue for a period of thirty (30) days; provided, however, except for Events of Default set forth in Sections 8.1(a), (c) and (d), if such breach of this Agreement cannot in the reasonable determination of the non-defaulting Party be cured within thirty (30) days and the defaulting Party has commenced diligent efforts to remedy such breach and thereafter pursues mutually agreeable appropriate action to remedy such breach, then such cure period shall be extended for an additional sixty (60) days, provided, further, however, that no such additional cure period shall be applicable if such breach, in ComEd's sole discretion, may adversely affect the ComEd System or ComEd's Interconnection Facilities or ComEd's ability to maintain safe, adequate, reliable or continuous electric service to its customers, or may present risk of injury to persons or property, if not cured within the original thirty (30) day cure period;

(c) if a receiver or liquidator or trustee of a Party or of any of its property shall be appointed by a court of competent jurisdiction, and such receiver, liquidator or trustee shall not have been discharged within sixty (60) days, or by decree of such a court a Party shall be adjudicated bankrupt or insolvent or any substantial part of its property shall have been sequestered, and such decree shall have continued undischarged and unstayed for a period of sixty (60) days after the entry thereof, or a petition to declare bankruptcy or to reorganize a Party pursuant to any of the provisions of the Federal Bankruptcy Code, as now in effect or as it may hereafter be amended, or pursuant to any other similar state statute as now or hereafter in effect, shall be filed against a Party and shall not be dismissed within sixty (60) days after such filing; or

(d) if a Party shall file a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or shall consent to the filing of any bankruptcy or reorganization petition against it under any similar law; or, without limiting the generality of the foregoing, a Party shall file a petition or answer or consent seeking relief or assisting in seeking relief in a bankruptcy under any provision of any federal or state bankruptcy law or shall consent to the filing of any bankruptcy or reorganization petition against it under any similar law; or, without limiting the generality of the foregoing, a Party shall file a petition or answer or consent seeking relief or assisting in seeking relief in a proceeding under any of the provisions of the Federal Bankruptcy Code, as now in effect or as it may hereafter be amended, or pursuant to any other similar state statute as now or hereafter in effect, or an answer admitting the material allegations of a petition filed against it in such a proceeding; or a Party shall make an assignment for the benefit of its creditors; or a Party shall submit in writing its inability to pay its debts generally as they become due; or a Party shall consent to the appointment of a receiver, trustee, or liquidator of it or of all or any part of its property.

Section 8.2 Termination

If an Event of Default shall occur and be continuing, the non-defaulting Party may, by written notice to the defaulting Party, terminate this Agreement as of the date such notice is sent or if the non-defaulting Party is ComEd, ComEd may at its election disconnect the Facility from the ComEd System. If pursuant to Section 8.1(b) ComEd determines not to permit Customer an additional sixty (60) days to cure an Event of Default, ComEd may without liability disconnect the Facility from the ComEd System, but shall have no right to terminate this Agreement unless and until (i) Customer fails to cure such Event of Default within such additional sixty (60) day period or (ii) another Event of Default shall have occurred and be continuing which permits ComEd to terminate this Agreement. In addition to the rights and remedies described in this Agreement, the non-defaulting Party may exercise, at its election, any right or remedy it may have at law or in equity, including but not limited to compensation for monetary damages, injunctive relief and specific performance. The enumeration of Events of Default in subparagraphs (a) through (d) above shall not be construed to limit or exclude the right of either the Party to seek such remedies for the breach of any other term, condition, covenant, warranty or obligation under this Agreement.

ARTICLE 9 DELIVERY AND MEASUREMENT OF ELECTRICITY

Section 9.1 Voltage Level and Location of Interconnection

All Energy shall be delivered at the Interconnection Point in accordance with the provisions of this Agreement, Good Utility Practice and the practices, methods, acts, criteria and guidelines of NERC, MAIN and any ISO.

Section 9.2 Metering and Related Equipment

(a) At Customer's expense, ComEd shall install, own, operate and maintain all Metering Equipment. Customer shall provide suitable space at the Interconnection Point over the Facility for the installation of the Metering Equipment at no cost to ComEd.

(b) The Metering Equipment shall be tested by ComEd at least once each year at Customer's expense and at any other reasonable time upon request by either Party, at the requesting Party's expense. ComEd shall give Customer at least fourteen (14) days notice of any testing of the Metering Equipment and Customer shall have the right to be present during all testing and shall be furnished all testing results on a timely basis.

(c) If testing of the Metering Equipment indicates an inaccuracy in measurement of Energy has occurred in any percentage, the affected Metering Equipment shall be recalibrated promptly to register accurately within the Metering Equipment manufacturer stated tolerances. Each Party shall comply with any reasonable request of the other concerning the sealing of meters, the presence of a representative of the other Party when the seals are broken and the tests are made, and other matters affecting the accuracy of the measurement of electricity delivered from the Facility. If either Party believes that there has been a meter failure or stoppage, it shall immediately notify the other Party.

(d) If, for any reason, any Metering Equipment is out of service or malfunctioning so that the amount of Energy delivered cannot be ascertained or computed from the readings thereof, the Energy delivered during the period of such outage shall be estimated and agreed upon by the Parties hereto upon the basis of the best data available.

(e) Each Party (and its representative(s)) has the right, at its sole expense, upon reasonable notice and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation relating to Net Electric Output. If requested, a Party shall provide to the other Party statements evidencing the amounts of Net Electric Output delivered at the Interconnection Point.

ARTICLE 10

INSURANCE, LIABILITY, INDEMNIFICATION, AND RELATIONSHIP OF PARTIES

Section 10.1 Insurance

(a) During the period specified in clause (f) below, Customer shall procure, pay premiums for and maintain in full force and effect with responsible carriers with a Best Insurance Report rate of A- or better, with Customer as named insured and ComEd and its employees as additional insureds (in respect of the design, installation, construction, ownership, operation, repair, relocation, replacement, removal or maintenance of, or the failure of, the Facility or any of Customer's Interconnection Facilities), comprehensive general liability insurance, including coverage for (1) products and completed operation, (2) broad form contractual liability, and (3) explosion, collapse and underground damage

exclusion deletion, all with limits of not less than \$10 million each occurrence for bodily injury and with limits of not less than \$1 million each occurrence, and \$10 million aggregate, for property damage; and worker's compensation insurance in amounts required by applicable state law.

(b) Each insurance policy provided by Customer shall include the following:

(i) At least thirty (30) days' prior written notice of cancellation or material change to ComEd, or in the case of cancellation due to nonpayment of premium, at least ten (10) days' prior written notice; and

(ii) A waiver of subrogation in favor of ComEd, its Affiliates and their officers, directors, agents, subcontractors and employees.

(c) Evidence of insurance for all coverages specified herein shall be provided to ComEd prior to the commencement of construction of any Interconnection Facilities, and from time to time thereafter as reasonably requested by ComEd.

(d) The insurance coverages described above shall be primary to any other coverage available to ComEd and shall not be deemed to limit Customer's liability under this Agreement.

(e) Upon mutual written agreement of the Parties, Customer may provide adequate self-insurance in lieu of the requirements set forth in this Section 10.1.

(f) Customer shall comply with the obligations set forth in clauses (a) through (d) above from the Effective Date until the Facility commences commercial operation, provided that on such date, there does not exist an Event of Default, or other event which with the passage of time or the giving of notice or both would constitute an Event of Default, or any claim or threatened claim against ComEd or any Person entitled to indemnification under Article 10 that is related to the design, installation, construction, ownership, operation, repair, relocation, replacement, removal or maintenance of, or the failure of, the Facility or any of Interconnection Facilities and notice of which has been given to Customer. During the term of this Agreement when the insurance described in clauses (a) through (d) is not required by this Agreement, Customer will maintain insurance in such amounts and against such risks as would be maintained by companies of similar size in similar circumstances.

(g) ComEd will maintain insurance in such amounts and against such risks as would be maintained by companies of similar size in similar circumstances.

Section 10.2 Limitation on Damages

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, OR ANY OF THEM, BE LIABLE TO THE OTHER PARTY, WHETHER IN TORT, CONTRACT OR

OTHERWISE FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. THE PARTIES' LIABILITY HEREUNDER SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES, AND ALL OTHER DAMAGES AT LAW OR IN EQUITY ARE WAIVED. THE LIMITATIONS ON DAMAGES SPECIFIED IN THIS SECTION 10.2 ARE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. THE PROVISIONS OF THIS SECTION 10.2 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Section 10.3 Indemnification

(a) Each Party shall indemnify and keep indemnified and hold harmless the other Party, and their respective officers, directors, agents and employees from and against any and all loss, liability, damage, cost or expense, including damage and liability for bodily injury to or death of Persons, or damage to property of Persons (including reasonable attorney's fees and expenses, litigation costs, consultant fees, investigation fees and sums paid in settlements of claims and any such fees and expenses incurred in enforcing this indemnity or collecting any sums due hereunder) (collectively, "Loss") to the extent arising out of, in connection with or resulting from (i) the indemnifying Party's breach of any of the representations or warranties made in, or failure to perform any of its obligations under, this Agreement, or (ii) the negligence or willful misconduct of the indemnifying Party or its contractors as to the design, installation, construction, ownership, operation, repair, relocation, replacement, removal or maintenance of, or the failure of, the Facility or any of Customer's Interconnection Facilities (if the indemnifying Party is Customer) and ComEd's Interconnection Facilities (if the indemnifying Party is ComEd) and regardless whether arising under Applicable Laws and Regulations or otherwise; provided, however, that neither Party shall have any indemnification obligations under this Section 10.3(a) in respect of any Loss to the extent resulting from the negligence or willful misconduct of the Party seeking indemnity hereunder.

(b) Promptly after receipt by any Person entitled to indemnity ("Indemnified Person") of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Section 10.3(a) may apply, such Indemnified Person shall notify the indemnifying Party of such fact, but any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay shall be materially prejudicial to the indemnifying Party. The indemnifying Party shall have the right to assume the defense thereof with counsel designated by such indemnifying Party and reasonably satisfactory to the Indemnified Person; provided, however, that if the defendants in any such action include one or more Indemnified Persons and the indemnifying Party and the Indemnified Person shall have reasonably concluded that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the indemnifying Party, the Indemnified Person shall have the right to

select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on behalf of such Indemnified Person; provided, further that the indemnifying Party shall only be required to pay the fees and expenses of one additional law firm to represent an Indemnified Person or indemnified Persons having such differing or additional legal defenses. The Indemnified Person shall be entitled, at its expense, to participate in any action, suit or proceeding, the defense of which has been assumed by the indemnifying Party. Notwithstanding the foregoing, the indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person or there exists a conflict or adversity of interest between the Indemnified Person and the indemnifying Party, and in such event the indemnifying Party shall pay the reasonable expenses of the Indemnified Person in such defense, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be unreasonably withheld or delayed.

(c) Should any Indemnified Person be entitled to indemnification under this Article 10 as a result of a claim by a third party, and should the indemnifying Party fail to assume the defense of such claim, such Indemnified Person may at the expense of the indemnifying Party contest, settle, consent to the entry of any judgment with respect to, or pay in full such claim.

(d) In the event that an indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Article 10, the amount owing to the Indemnified Person shall be the amount of such Indemnified Person's actual Loss, net of any insurance or other recovery.

Section 10.4 Independent Contractor Status; Third Parties

Nothing in this Agreement shall be construed as creating any relationship between the Parties, including any partnership or joint venture, other than that of independent contractors. Nothing in this Agreement nor any action taken hereunder shall be construed to create any duty, liability, or standard of care to any person not a party to this Agreement. Neither Party shall be empowered, except as expressly stated herein, to act as the other Party's agent or to represent to any third party that it has the ability to bind the other Party, without the express permission of the Party to be bound.

ARTICLE 11 FORCE MAJEURE

Section 11.1 Force Majeure Defined

The term "Force Majeure" means any unforeseeable cause beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure, including but not limited to acts of God, strike, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil

disturbance, sabotage, changes in Applicable Laws and Regulations subsequent to the date hereof and action or inaction by any Governmental Authority which, in any of the foregoing cases, by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of due diligence, it is unable to overcome.

Section 11.2 Effect of Force Majeure

Except for the obligation to make any payments under this Agreement, the Parties shall be excused from performing their respective obligations under this Agreement and shall not be liable in damages or otherwise if and to the extent that they are unable to so perform or are prevented from performing by a Force Majeure, provided that:

(a) the non-performing Party, as promptly as practicable after the occurrence of the Force Majeure, gives the other Party written notice describing the particulars of the occurrence;

(b) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure;

(c) the non-performing Party uses all reasonable efforts to remedy its inability to perform; and

(d) as soon as the non-performing Party is able to resume performance of its obligations excused as a result of the occurrence, it gives prompt written notification thereof to the other Party.

In no event will any condition of Force Majeure extend this Agreement beyond its stated term.

Section 11.3 Labor Disputes

Neither Party shall be required to settle any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest, it being understood and agreed that the settlement of strikes, walkouts, lockouts or other labor disputes shall be entirely within the discretion of the Party having such dispute.

Section 11.4 Force Majeure not a Cancellation of the Facility.

An abandonment or termination of the development, construction or operation of the Facility or Customer's Interconnection Facilities as a result of a Force Majeure shall not be considered a Cancellation of the Interconnection so long as Customer's or Customer's permitted assignees or transferees (if applicable) are pursuing diligent efforts to overcome such Force Majeure.

ARTICLE 12 DISPUTE RESOLUTION

Section 12.1 Negotiations

The Parties shall attempt in good faith to resolve all disputes promptly by negotiation, as follows. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Executives of both Parties at levels one level above the personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to senior executives, or if no meeting of senior executives has taken place within fifteen (15) days after such referral, either Party may initiate arbitration as provided hereinafter. If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three (3) Business Days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential.

Section 12.2 Arbitration

(a) If the negotiation process provided for in Section 12.1 has not resolved the dispute within the time periods set forth therein (which period may be extended by mutual agreement), the dispute shall be decided by arbitration at Chicago, Illinois in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be governed by the United States Arbitration Act (9 U.S.C. § 1 *et seq.*), and judgment entered upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other Party to this Agreement. The demand must be made within a reasonable time after the controversy has arisen. In no event may the demand for arbitration be made if the institution of legal or equitable proceedings based on such controversy is barred by the applicable statute of limitations. Any arbitration may be consolidated with any other arbitration proceedings. Either Party may join any other interested parties. The award of the arbitrator shall be specifically enforceable in a court of competent jurisdiction.

(b) Either Party shall give to the other written notice in sufficient detail of the existence and nature of any dispute proposed to be arbitrated. The Parties shall attempt to agree on a person with special knowledge and expertise with respect to the matter at issue to serve as arbitrator. If the Parties cannot agree on an arbitrator within ten (10) days, each shall then appoint one individual to serve as an arbitrator and the two (2) thus appointed shall select a third arbitrator with such special knowledge and expertise to serve as chairman of the panel of arbitrators; and such three (3) arbitrators shall determine all matters by majority vote; provided however, if the two (2) arbitrators appointed by the

Parties are unable to agree upon the appointment of the third arbitrator within five (5) days after their appointment, both shall give written notice of such failure to agree to the Parties, and, if the Parties fail to agree upon the selection of such third arbitrator within five (5) days thereafter, then either of the Parties upon written notice to the other may require such appointment from, and pursuant to the rules of, the Chicago office of the American Arbitration Association for commercial arbitration. Prior to appointment, each arbitrator shall agree to conduct such arbitration in accordance with the terms of this Agreement. The arbitration panel may choose legal counsel to advise it on the remedies it may grant, procedure, and such other legal issues as the panel deems appropriate.

(c) The Parties shall have sixty (60) calendar days to perform discovery and present evidence and argument to the arbitrators. During that period, the arbitrators shall be available to receive and consider all such evidence as is relevant and, within reasonable limits due to the restricted time period, to hear as much argument as is feasible, giving a fair allocation of time to each Party to the arbitration. The arbitrators shall use all reasonable means to expedite discovery and to sanction noncompliance with reasonable discovery requests or any discovery order. The arbitrators shall not consider any evidence or argument not presented during such period and shall not extend such period except by the written consent of both Parties. At the conclusion of such period, the arbitrators shall have forty-five (45) calendar days to reach a determination. To the extent not in conflict with the procedures set forth herein, which shall govern, such arbitration shall be held in accordance with the prevailing rules of the Chicago office of the American Arbitration Association for commercial arbitration.

(d) The arbitrators shall have the right only to interpret and apply the terms and conditions of this Agreement and to order any remedy allowed by this Agreement, but may not change any term or condition of this Agreement, deprive either Party of any right or remedy expressly provided hereunder, or provide any right or remedy that has been excluded hereunder.

(e) The arbitrators shall give a written decision to the Parties stating their findings of fact, conclusions of law and order, and shall furnish to each Party a copy thereof signed by them within five (5) calendar days from the date of their determination.

(f) Each Party shall pay the cost of the arbitrator or arbitrators, and any legal counsel appointed pursuant to clause (a) above, with respect to those issues as to which they do not prevail, as determined by the arbitrator or arbitrators.

Section 12.3 Settlement Discussions

The Parties agree that no written statements of position or offers of settlement made in the course of the dispute process described in this Article 12 above will be offered into evidence for any purpose in any litigation or arbitration between the Parties, nor will any such written statements or offers of settlement be used in any manner against either Party in any such litigation or arbitration. Further, no such written statements or offers of settlement shall constitute an admission or waiver of rights by either Party in connection with any such litigation

or arbitration. At the request of either Party, any such written statements and offers of settlement, and all copies thereof, shall be promptly returned to the Party providing the same.

Section 12.4 FERC Jurisdiction Over Certain Disputes

(a) Nothing in this Agreement shall preclude, or be construed to preclude, either Party from filing a petition or complaint with FERC with respect to any arbitrable claim over which FERC has jurisdiction. In such case, the other Party may request that FERC reject or waive jurisdiction. If FERC rejects or waives jurisdiction, with respect to all or a portion of the claim, the portion of the claim not so accepted by FERC shall be resolved through arbitration, as provided in this Agreement. To the extent that FERC asserts or accepts jurisdiction over the claim, the decision, finding of fact, or order of FERC shall be final and binding, subject to judicial review under the Federal Power Act, and any arbitration proceedings that may have commenced prior to the assertion or acceptance of jurisdiction by FERC shall be stayed, pending the outcome of the FERC proceedings.

(b) The arbitration panels shall have no authority to modify, and shall be conclusively bound by, any decision, finding of fact, or order of FERC. However, to the extent that a decision, finding of fact, or order of FERC does not provide a final or complete remedy to the Party seeking relief, such Party may proceed to arbitration under this Article 12 to secure such remedy, subject to the FERC decision, finding, or order.

Section 12.5 Preliminary Injunctive Relief

Nothing in this Article 12 shall preclude, or be construed to preclude, the resort by either Party to a court of competent jurisdiction (a) solely for the purposes of securing a temporary or preliminary injunction to preserve the status quo or avoid irreparable harm pending arbitration pursuant to this Article 12 or (b) to secure an injunction against any violation or threatened violation by the other Party (or such other Party's agents, contractors, licensees, employees or representatives) of any of the terms, covenants and conditions of this Agreement.

ARTICLE 13 REPRESENTATIONS AND WARRANTIES

Each Party hereby represents, warrants and covenants as follows:

(a) Such Party is (if applicable) duly organized or formed, validly existing and (if applicable) in good standing under the laws of its state of formation and is in good standing under the laws of the State of Illinois.

(b) Such Party has the right, power and authority to enter into this Agreement, to become a party hereto and to perform its obligations under this Agreement, and this Agreement is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

(c) The execution, delivery and performance of this Agreement does not violate or conflict with the operating agreement, charter, bylaws or formation documents of such Party or any judgment, license, permit or order or material agreement or instrument applicable to or binding upon such Party or any of its properties.

(d) Except as specified in Section 3.2 and except for such building permits, zoning variances and similar approvals that may be required for the construction of the Interconnection Facilities, no consent, approval, authorization or order of, or filing with or notice to, any Governmental Authority is required, or if it is required it has been obtained, with respect to such Party in connection with the execution, delivery and performance of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

Section 14.1 Severability

Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable. In the event that such a construction would be unreasonable or would deprive a Party of a material benefit under this Agreement, the Parties shall seek to amend this Agreement to remove the invalid provision and otherwise provide the benefit unless prohibited by any Applicable Law or Regulation.

Section 14.2 Modifications

No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by the Party against which enforcement is sought.

Section 14.3 Prior Agreement Superseded

This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and its execution supersedes all previous agreements, discussions, communications and correspondence with respect to such subject matter (including the Letter of Intent dated October 6, 2000). In the event of any inconsistency between this Agreement and the Appendices attached hereto and made a part hereof, this Agreement shall control.

Section 14.4 Counterparts

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

Section 14.5 Survival

The provisions of Sections 10.2, 10.3, 10.4, 14.7, 14.8, 14.10 and 14.14 and of Articles 7 (with respect to outstanding Interconnection Costs and Interconnection Costs arising as a result of a Cancellation of the Interconnection) and 12, including the rights and obligations of the Parties therein provided, shall survive the termination or expiration of this Agreement and the performance by the Parties of their obligations hereunder.

Section 14.6 No Third-Party Beneficiaries

This Agreement is not intended to, and does not, confer upon any Person other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies hereunder.

Section 14.7 Notices

(a) Except as otherwise provided in this Agreement, any notice, demand or request required or authorized by this Agreement to be given by one Party to the other Party shall be in writing. Subject to clause (b) below, any such notice, demand or request shall either be personally delivered, transmitted by telecopy or facsimile equipment (with receipt confirmed), sent by overnight courier or mailed, postage prepaid, to the other Party at the address designated in this Section 14.7. Any such notice, demand or request so delivered or mailed shall be deemed to be given when so delivered or mailed.

Notices and other communications by Customer to ComEd shall be addressed to:

Commonwealth Edison Company
Vice President Transmission Services
20 S. Clark Street
Suite 500
Chicago, IL 60603
Phone: (312) 394-2807
Fax: (312) 394-2881

with a copy to

Director IPP Services
1319 S. First Avenue
Maywood, IL 60153-2496
Phone: (708) 410-7918
Fax: (708) 410-5900

with an additional copy, except for routine communications (but including any communication relating to matters the subject of Articles 8, 10, 11 or 12), to:

Commonwealth Edison Company
Legal Department
125 South Clark Street, Suite 1535
Chicago, IL 60603
Attn: Associate General Counsel - Corporate/Commercial
Fax: (312) 394-3950

Notices and other communications by ComEd to Customer shall be addressed to:

Calumet Power LLC
150 N. Michigan Avenue
Suite 3900
Chicago, IL 60601
Attn: John Badeusz, Project Manger
Phone: (312) 762-1605
Fax: (312) 762-1635

Either Party may change its address by written notice to the other in accordance with this Section 14.7.

(b) Except as otherwise provided in this Agreement, notices and other communications given in connection with this Agreement with respect to routine matters, including routine letters, memoranda and communications between the parties hereto, need not be given to the addresses specified in clause (a) above, but shall be sufficiently given if delivered to such Persons and in such manner as may be reasonably anticipated to satisfy the purposes for which such notices or other communications are given.

Section 14.8 Confidentiality

The Parties agree that certain information relating to this Agreement and the transactions contemplated hereby that the Parties may exchange or have exchanged may be confidential, proprietary or of competitive value, and that all information designated as such shall be kept confidential. Such obligation of confidentiality shall extend to all such information, whether exchanged orally or in written or electronic form, so long as such information is marked "confidential" or "proprietary" at the time of disclosure, or if disclosed orally, the receiving Party confirms promptly in writing that such information is to be treated as confidential for purposes of this Agreement. Each Party shall be permitted to disclose confidential information to its officers, directors, employees, agents, potential Lenders and Affiliates who need to know such information for the purpose of implementing this Agreement or the transactions contemplated hereby, and agrees to notify such Persons of the confidential nature of such information and to be responsible for any unauthorized disclosure of such information by such Persons. Information shall not be deemed to be confidential if it (i) was in the public domain prior to the date hereof,

(ii) becomes publicly available after the date hereof other than as a result of the unauthorized disclosure thereof by a Party or by an officer, director, employee, agent or Affiliate of a Party or (iii) becomes available to a Party on a nonconfidential basis from a source other than the other Party if such source was not subject to any prohibition against transmitting the information. Customer shall not make any statement to a third party indicating that ComEd supports the development or operation of the Facility.

Notwithstanding the above, the Parties may without limitation disclose this Agreement and its terms and any other confidential information to any third party to whom a Party is or becomes legally compelled by any Governmental Authority to disclose confidential information (e.g., by order, deposition, interrogatory, civil investigative demand, data or information request, request for documents, subpoena, or similar process or rule of procedure) or if required by NERC, MAIN or any ISO, but only to the extent disclosure is required. In the event a Party is required to disclose confidential information, the Party shall give prompt notice of the existence, terms and circumstances surrounding such requirement to disclose the confidential information to the other Party so that that Party may seek, at its sole cost and expense, a protective order or other relief in the appropriate forum. The obligation to keep information confidential in accordance with this Section 14.8 shall terminate two (2) years after the date such information was disclosed to the other Party.

Section 14.9 Successors and Assigns

This Agreement shall inure to the benefit of and be binding upon ComEd and Customer and their respective successors and permitted assigns, provided, that Customer shall not sell or otherwise transfer the Facility to any Person unless such Person assumes all of Customer's obligations under, and agrees to perform, this Agreement pursuant to a written agreement reasonably satisfactory to ComEd.

Section 14.10 Submission to Jurisdiction; Waivers

Subject to the provisions of Article 12, each of the Parties hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the Courts of the State of Illinois or the courts of the United States for the Northern District of Illinois, and appellate courts from any thereof;

(b) consents and agrees that any such action or proceeding may be brought in and only in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially

similar form of mail), postage prepaid, to the other Party at its address set forth in Section 14.7, or at such other address of which the other Party shall have been notified pursuant thereto; and

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law.

Section 14.11 Assignments

(a) Except as provided in this Section 14.11, neither Party shall assign, pledge or otherwise transfer this Agreement or any right or obligation under this Agreement without first obtaining the other Party's written consent, which consent shall not be unreasonably withheld or delayed. Except as specifically provided for in this Section 14.11, any assignment or transfer of this Agreement or any rights, duties or interests hereunder by any Party without the written consent of the other Party shall be void and of no force or effect.

(b) ComEd shall be permitted to assign or otherwise transfer this Agreement or its rights, duties and obligations hereunder, in whole or in part, by operation of law or otherwise, without Customer's consent, (i) to any ISO, or (ii) to any successor to or transferee of the direct or indirect ownership or operation of all or part of the transmission system to which the Facility is connected, and upon the assumption by any such permitted assignee of ComEd's rights, duties and obligations hereunder, ComEd shall be released and discharged therefrom to the extent provided in the assignment agreement.

(c) ComEd consents to Customer's collateral assignment of this Agreement to any Lenders or the granting to any Lenders of a lien or security interest in any right, title or interest in part or all of the Facility or any or all of Customer's rights under this Agreement for the purpose of the financing or refinancing of the Facility; provided, however, that such assignment shall recognize ComEd's rights under this Agreement. ComEd further agrees to execute documentation to evidence such consent as reasonably required by Lenders, provided it shall have no obligation to waive any of its rights under this Agreement except as expressly provided in this Section 14.11(c). ComEd recognizes that such consent may grant certain rights to such Lenders, which shall be fully developed and described in the consent documents, including (i) without extending the cure period set forth in this Agreement, Lenders shall be given notice of, and the same opportunity to cure, any Customer breach or default of this Agreement, (ii) if a Lender forecloses, takes a deed in lieu or otherwise exercises its remedies pursuant to any security documents, that ComEd shall, at Lender's request, continue to perform all of its obligations hereunder (subject to ComEd's rights under Article 8), provided Lender or its nominee assumes all obligations of Customer hereunder and performs in the place of Customer, and may assign this Agreement to another party in place of Customer (provided such other party assumes all obligations of Customer hereunder and either (1) such proposed assignee is creditworthy and possesses experience and skill in the operation of electric generation plants similar in nature to the Facility or (2) ComEd consents to the assignment to such

proposed assignee, which consent shall not be unreasonably withheld or delayed (it being understood that ComEd may, in deciding whether to grant such consent, take into account the creditworthiness and the electric generation plant experience and skill of the proposed assignee)), and enforce all of Customer's rights hereunder, (iii) that Lender(s) shall have no liability under this Agreement except during the period of such Lender(s)' ownership and/or operation of the Facility or performance of this Agreement, (iv) that ComEd shall accept performance in accordance with this Agreement by Lender(s) or its (their) nominee, provided Customer or such nominee assumes all obligations of Customer hereunder, and (v) that ComEd shall make representations and warranties to Lender(s) as Lender(s) may reasonably request with regard to (A) ComEd's corporate existence, (B) ComEd's corporate authority to execute, deliver, and perform this Agreement, (C) the binding nature of the document evidencing ComEd's consent to assignment to Lender(s) and this Agreement on ComEd, (D) receipt of regulatory approvals by ComEd with respect to its execution and performance under this Agreement, and (E) whether any defaults by Customer are known by ComEd then to exist under this Agreement.

Section 14.12 Waivers

The failure of either Party to insist in any one or more instance upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights under this Agreement shall not be construed as a general waiver of any such provision or the relinquishment of any such right, but the same shall continue and remain in full force and effect, except with respect to the particular instance or instances. A waiver under this Agreement must be in writing and state that it is a waiver.

Section 14.13 Drafting

Each Party has reviewed and discussed this Agreement with counsel and agrees that this Agreement shall not be construed by applying any rule of construction providing for interpretation against the drafting Party.

Section 14.14 Choice of Laws

This Agreement shall be governed, by and construed and interpreted in accordance with the laws of the State of Illinois, irrespective of the application of any conflict of laws provisions.

[Signature page to follow]

The Parties have caused their duly authorized representatives to execute this Agreement on their behalf as of the date first above written.

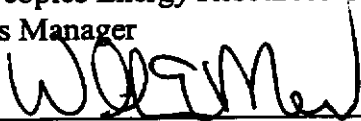
COMMONWEALTH EDISON COMPANY

By: 

Title: Transmission Services VP

CALUMET POWER LLC

By: Peoples Energy Resources Corp.
its Manager

By: 

Title: President

ju
[Signature page to Interconnection Agreement
between Commonwealth Edison Company and
Calumet Power LLC]

APPENDIX A

DESCRIPTION OF THE FACILITY

Calumet Power LLC/Peoples Energy Resources Corp. owns and has developed a Site for a potential natural gas-fired power plant up to 300 MW capacity. A one-line diagram of the Facility, showing the Interconnection Point is attached as Appendix A-1.

The Calumet Site is located directly adjacent to ComEd's Calumet Transmission Substation, TSS-150.

APPENDIX A-1

► ☐ ORDERING OF CRITICAL MATERIAL

PROJECT I.D. # T944BL

WORK TASK #S

- | | | |
|-----------|--|---------|
| 1/8/2001 | REVISE GEN. UNIT & GSU DATA
BACKFEDD * SERVICE DATE AND MISC. | RK/RDK |
| 7/18/2000 | UNIT AND TRANSFORMER RENUMBERING | tek/mjk |
| 6/28/2000 | RELAY NOTES AND RELOCOSING
REMOVAL AT STATE LINE. | tek/mjk |
| DATE | REVISION | BY |

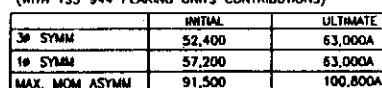
DATE 8/9/2000

802 Webb

DATE 2/28/2000

00 00 00 00

DATE 1/8/2001



TO STATE LIME

ERBP _____

➤ CATEGORY NB

➤ PROGRAM CODE CI

➤ BACKFEED SERVICE DATE 5/1/2001
➤ COMMERCIAL SERVICE DATE 10/1/2001

CALUMET POWER, LLC LINE RELAYING

L. 94401 & L. 94402

COMMUNICATIONS: FIBER OPTIC

FUNCTION	TSS 150	TSS 944
CURR DIFF, LBRTT	(T) RELAY TO RELAY (R)	(T) RELAY TO RELAY (R)

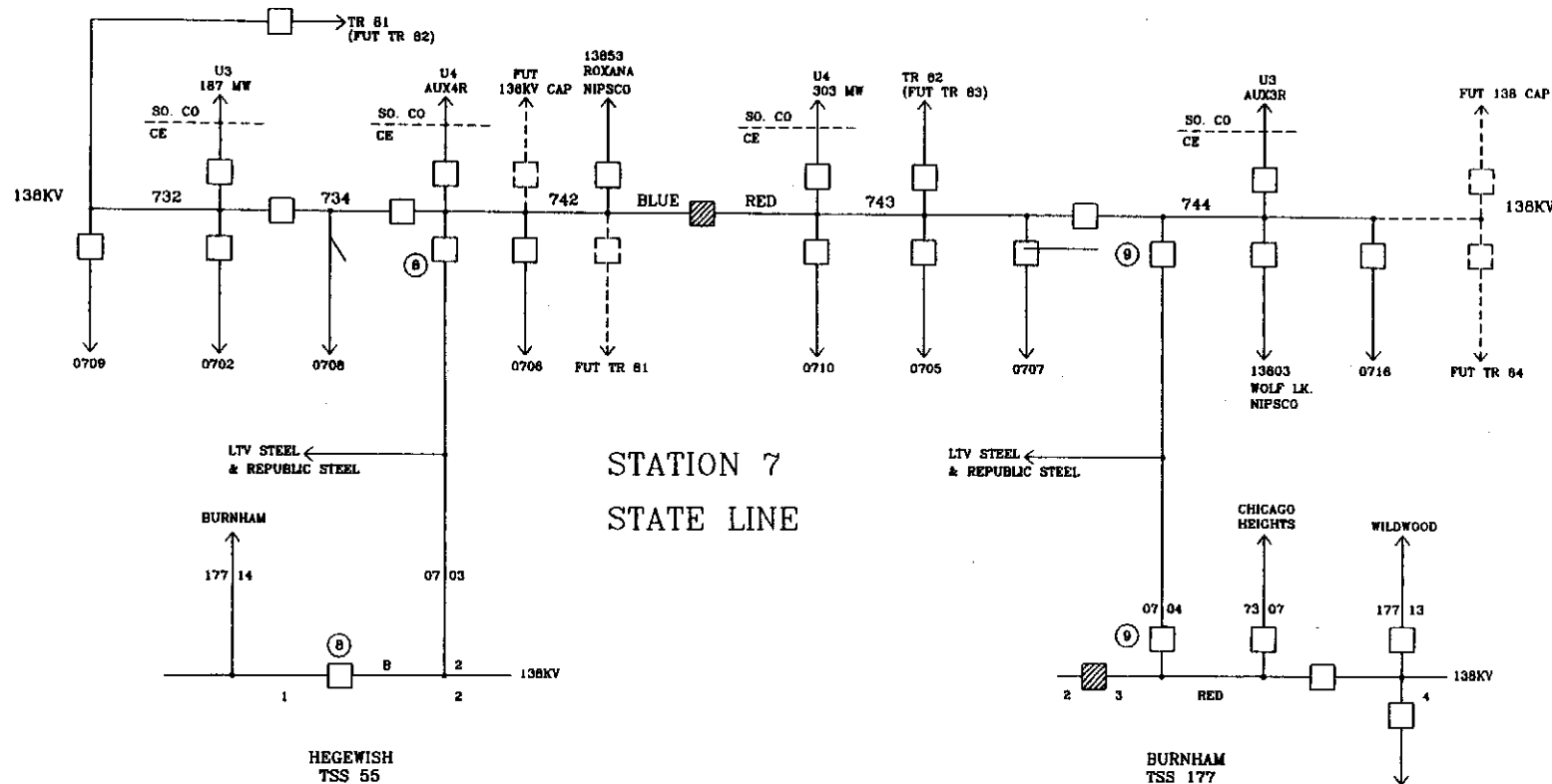
☐ PRELIMINARY ESTIMATE☒ ORDERING OF CRITICAL MATERIAL

REGION: CHICAGO

PROJECT I.D. # T944BL

EST. COST \$

WORK TASK #'S



- (14) INSTALL LINE RELAYING PER 138KV IPP SPECIFICATION.
 - (15) INSTALL LBB RELAYING PER SP 550C (MODIFIED).
 - (16) INSTALL RECLOSING RELAYING PER SPEC.
 - (17) INSTALL LINE POTENTIAL TRANSFORMERS.
 - (18) CALUMET POWER, LLC TO INSTALL LBB RELAYING.
 - (19) CALUMET POWER, LLC TO INSTALL STATION RELAYING PER PLAN E OF "GUIDELINES FOR INTERCONNECTION OF GENERATION TO THE COMED SYSTEM".
 - (20) IPP SHALL CONSULT WITH COMED'S TRANSMISSION PLANNING DEPARTMENT IN DETERMINING GENERATOR STEP-UP TRANSFORMER TAP SETTINGS.
- THE RESULT OF COMED STABILITY STUDY MAY REQUIRE ADDITIONAL RELAYING SCHEMES OR POWER SYSTEM STABILIZERS.

1/8/2001	REVISE GEN. UNIT & GCU DATA, BACKFEED & SERVICE DATE AND MISC.	RK/RDK
7/18/2000	UNIT AND TRANSFORMER RENUMBERING	twk/rmj
6/28/2000	RELAY NOTES AND RECLOSING REMOVAL AT STATE LINE.	twk/rmj
DATE	REVISION	BY

PROJECT DIAGRAM

Transmission & Distribution Planning

CALUMET POWER, LLC

TSS 944

ADD 285MW OF PEAKING CAPACITY

MOHAMMED KHUOAI	Thomas W. Kay
K. J. ROONEY	
R. KIRAN	
	DATE 8/9/2000

APPROVED FOR ENGINEERING

JPH

DATE 2/28/2000

APPROVED FOR CONSTRUCTION

R.D. Kozys

DATE 1/8/2001

ERBP
 CATEGORY NB
 PROGRAM CODE CI
 BACKFEED SERVICE DATE 6/1/2001
 COMMERCIAL SERVICE DATE 10/1/2001

APPENDIX B

DESCRIPTION OF THE SITE

The property, consisting of roughly nine acres, is located at 3141 E. 96th Street, Chicago, Illinois. The Site is approximately ten miles from downtown Chicago, and situated within the Commonwealth Edison service territory. It is bounded by a railway owned by the Belt Railway of Chicago to the west; the Chicago Skyway (I-90) to the north; and the Calumet River to the east. ComEd's Calumet transmission substation and Midwest Generation's power peaking station are immediately south of the Site. The Site is also adjacent to the Peoples Gas Calumet gate station (to the southwest). The Site is accessible from the west via 98th Street. Access is also available from 96th Street through a Belt Railway viaduct.

APPENDIX C

COMED'S INTERCONNECTION FACILITIES

Protective Equipment

- Relays
- Current transformers, potential transformers, line potential transformers, associated structures and foundations
- SCADA equipment
- 138 kV breakers
- 138 kV manual disconnects

Dead End Structures and Foundations

- Revenue metering, associated structures and foundations
- 138 kV Dead end structures and foundations
- 138 kV line potential transformer structures
- 138 kV breakers structures and foundations
- 138 kV disconnect structures and foundations

APPENDIX D

CUSTOMER'S INTERCONNECTION FACILITIES

Refer to ComEd interconnection project diagram #0P000011, project ID #T944BL, T944NB, latest revision.

Customer to provide a more detailed list.

APPENDIX E
METERING EQUIPMENT

- Two Revenue grade meters
- Current transformers
- Potential transformers
- Communication equipment
- Associated structures and foundations
- Associated cable, conduit, and grounding

Any future upgrades and maintenance by ComEd to be billed directly to the Customer.

APPENDIX F

INTERCONNECTION CONSTRUCTION SCHEDULE

The ComEd Interconnection Facilities are in construction, 80% complete. Final completion is dependent upon Customer's construction of the Facility, including running communication cables, estimated by Customer to be October 1, 2001.

APPENDIX G
COMED RATES

Engineering	\$84/hour
Substation Construction & Maintenance	\$76/hour
Transmission Analysis	\$82/hour
Project Management	\$108/hour

For excess time, the rates will be increased by the following percentages:

33% for time paid at the rate of time and one-half

78% for time paid at the rate of double time

APPENDIX H

FACILITY CONSTRUCTION SCHEDULE

[To be provided by Customer]